AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL #17

UNIT:

MUNICIPAL COURT
PROBATION COUNSELORS

Effective January 1, 2015 through December 31, 2018

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AGREEMENT

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THE CITY OF SEATTLE / MUNICIPAL COURT

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PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL #17

PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE/MUNICIPAL COURT (hereinafter called the Employer) and PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL #17 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees in classifications for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

Aspects of employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the City of Seattle. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

ARTICLE 1 - NON-DISCRIMINATION

1.1 The Employer and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental, or physical disability; unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Employer.

1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

1.3 The Employer and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the Employer and the Union are committed to promoting policies, programs and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the Employer and the Union agree that the
Employer will make a good faith effort to recruit a diverse applicant pool.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

2.1 The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose stated in RCW 41.56 for the bargaining unit defined to include the job titles listed in Appendix A as certified by the Public Employment Relations Commission in decision number 3239-PECB and excluding confidential employees. This exclusion includes the one position currently classified as a Probation Counselor II, but which has a working title of Volunteer Programs Coordinator and which is part of the management staff team. Regular full and part time employees in the job titles of the bargaining unit as defined shall be employed subject to the terms and conditions of this agreement.

The term "employees" shall only include paid employees and shall not be defined to include volunteers. Nor shall employees temporarily assigned to the bargaining unit be defined as employees covered by this Agreement. Temporarily assigned employees are those who are temporarily employed for a period not exceeding six (6) consecutive months or those called in on an intermittent basis and to fill in for short-term vacancies or absences of regular employees.

ARTICLE 3 - RIGHTS OF MANAGEMENT

3.1 The management of the Municipal Court and the direction of the work force are vested exclusively in the Employer, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the Employer in accordance with such policy and procedure as the Employer from time to time may determine.

Except where limited by an express provision of this Agreement, the Employer reserves the right to manage and operate the Municipal Court at its discretion. A nonexclusive listing of examples of such rights include the right:

A. To recruit, hire, assign, transfer, promote, or lay off employees;

B. To determine the methods, processes, means, and personnel necessary for providing Court services, including the increase or diminution, or change of operations, the establishing of policies and procedures and revision of same, the determination of work measures and methods, the introduction of any and all new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs;

C. To set standards of work performance and to evaluate performance annually. When performance issues arise, management will bring such issues to the attention of the employee;

D. To determine hours of work and work schedules and the location of work assignments and offices;

E. To determine the amount of job-related education expenses to be reimbursed by the Employer, including tuition and other course or seminar fees, books, and travel;

F. To determine the extent to which any other employee benefit, employment practice, or working condition not specifically mentioned in this Agreement shall be continued, revised, discontinued, and the extent to which same shall be funded within the Municipal Court budget;

G. To control the Municipal Court budget;

H. To temporarily assign employees to a specific job or position outside the bargaining unit;

I. To determine appropriate work out-of-class assignments; and

J. To determine rules relating to acceptable employee conduct.

The Employer reserves the right to take whatever actions are necessary in emergencies to assure the proper functioning of the Court.

3.2 When a promotional opportunity occurs within the bargaining unit, the Department will send an e-mail to all members of the bargaining unit describing the opportunity, prior to or at the same time the position is advertised to external candidates. The Department will follow the Court's Human Resources Department's hiring guidelines.

3.3 If a new or revised evaluation system is to be implemented, the Union shall be provided notice and, if requested, a labor management meeting will be convened to discuss same.

3.4 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

Determination as to (1), (2), or (3) above shall be made by the department head involved, and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The department head involved shall make available to the Union upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

3.5 Criminal Background Investigations:

In accordance with past practice, the Court will conduct background checks upon hiring of all employees. Employment will be contingent on the results of such background check. If the background investigation on any newly hired

employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

In addition, the Court will conduct background investigations of all employees every three years. If the background investigation on an employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

The following provision does not apply in the case of an initial background check of a newly-hired employee. If the Court places an employee on a non-disciplinary unpaid leave solely because he or she has been denied access to the CJIS system, the Court will not challenge any unemployment compensation claim filed by the employee unless and until the Court decides to take disciplinary action. The Seattle Human Resources Director or his/her designee will contact other City departments to determine if appropriate alternative employment is available for the employee during this period. If such alternative employment is not available, an employee placed on such non-disciplinary leave may use any previously-accrued annual leave, compensatory time or personal holidays. The Court further agrees to pay an employee who is on such unpaid leave, and for whom alternative employment is not available, a maximum of one week's salary and related benefits, with the understanding that this compensation will constitute the employee's sole remedy under this agreement for wages or benefits during this period.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1. The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the Court, or otherwise violate the Court's Code of Conduct.

4.2. The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

4.2.1 Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

4.3. The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall so notify the City at that time and shall be provided reasonable time to arrange for Union representation.

4.4. The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that the employee may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy solely as a result of seeking and following through with corrective treatment or counseling.

It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do so will result in disciplinary action. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and

B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and

C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

If the employee fails to follow through as recommended and does not correct his or her job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

5.1 The Employer agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the Employer. Those individuals paying Agency fees will be afforded payroll deduction the same as Union members.

5.2 The Union agrees to indemnify and save harmless the Employer from any and all liability arising out of this Article.

5.3 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members shall either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union, and any employee hired or assigned into the bargaining unit as defined in Section 2.1 of this Agreement shall, on or after the thirtieth (30th) day following the beginning of such employment, or inclusion within the bargaining unit, either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union.

Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall pay an amount equivalent to regular union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

5.4 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the Employer in writing when it is seeking discharge of an employee for noncompliance with Section 3 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the Director of Probation Services with copies to the Municipal Court Human Resources Manager, the affected employee and the City Director of Labor Relations. Accompanying the Discharge Letter shall be a copy of the

letter to the employee from the Union explaining the employee's obligation under Section 4.3.

The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Section 4.3, but provide the employee and the Employer with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount that is overdue. Upon receipt of the Union's request, the Director of Probation Services shall give notice in writing to the employee, with a copy to the Union, the Municipal Court Human Resources Manager and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the Director of Probation Services any information relevant to why the department should not act upon the Union's written request for the employee's discharge.

In the event the employee has not yet fulfilled the obligation set forth within Section 4.3 within the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Union shall thereafter reaffirm in writing to the Director of Probation Services, with copies to the Municipal Court Human Resources Manager, the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the Employer shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify the Director of Probation Services in writing, with a copy to the Municipal Court Personnel Manager, the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the Director of Probation Services shall notify the Union in writing, with a copy to the Municipal Court Personnel Manager, the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so.

5.5 The Employer will require all employees hired, appointed, reinstated, or reclassified into a position included in the bargaining unit to sign a form with a copy to the Union that will inform them of their bargaining unit status.

5.6 On or about May 1 of each calendar year, the Employer will provide the Union with a current listing of all employees within its bargaining unit.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Any dispute between the Employer and the Union or between the Employer and any employee covered by this Agreement concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance.

Those issues specified as a management right as listed in Article 3 - Rights of Management shall not be a proper subject for the grievance procedure except that allegations of the exercise of those rights in an arbitrary and capricious manner may be processed through Step 3 of the grievance procedure below. Disciplinary actions shall not be a proper subject for the grievance procedure except as provided for in Section 6.7.

The following outline of procedure is written as for a grievance of the Union against the Employer, but it is understood the steps are similar for a grievance of the Employer against the Union.

6.1.1 Reclassification grievances shall be processed per Section 6.8.

6.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be free from coercion, discrimination, or reprisal in seeking adjudication of their grievance.

6.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal Employer working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal Employer working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the Employer representative convening the meeting.

6.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next

step without waiting for the Employer to reply at the previous step, except that employees may not process a grievance beyond Step 3.

As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.

6.5 A grievance shall be processed in accordance with the following procedure:

Step 1 - A grievance shall be presented in writing by the aggrieved employee or the employee and/or Shop Steward within twenty (20) business days of the alleged contract violation to the supervisor. The supervisor should consult and/or arrange a meeting with his/her supervisor(s) if necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The supervisor(s) shall answer the grievance in writing within ten (10) business days after being notified of the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1, it shall be reduced to written form, citing the section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Executive Director or his/her designee and/or aggrieved employee shall then forward the written grievance to the Director of Probation Services with a copy to the City Director of Labor Relations and the HR Manager at the Court within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union submits the grievance to the Director of Probation Services, the Executive Director or his/her designee or the aggrieved employee or the Director of Probation Services may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Executive Director or his/her designee. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Executive Director or his/her designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties

shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Director of Probation Services and the Executive Director or his/her designee shall be so informed by the ADR Coordinator.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the Director of Probation Services may convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with other department or Court personnel he/she may deem necessary. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the Director of Probation Services shall forward a reply to the Union.

Without Mediation

The Director of Probation Services may convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with other department or Court personnel he/she may deem necessary. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the Director of Probation Services shall forward a reply to the Union.

Step 3 - If the grievance is not resolved as provided in Step 2 above, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above and shall be forwarded within ten (10) business days after receipt of the Step 2 answer to Step 3. Said grievance shall be submitted by the Executive Director or his/her designee and/or aggrieved employee to the City Director of Labor Relations with copies to the Director of Probation Services, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

The Director of Labor Relations or his/her designee shall investigate the grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the Presiding Judge, who shall in turn give the Union an answer in writing twenty (20) business days after receipt of the grievance or the meeting between the parties.

Step 4 - If the grievance is not settled at Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

Within thirty (30) calendar days of the Union's receipt of the Employer's Step 3 response or the expiration of the Employer's time frame for responding at Step 3, the Union may file a Demand for Arbitration with the City's Director of Labor Relations by certified mail with copies to the Director of Probation Services, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

Within ten (10) business days thereafter, the City's Director of Labor Relations or designee will schedule a meeting or confer with the Union to determine who shall arbitrate the dispute. The Director of Probation Services shall be notified of this meeting or other conference for this purpose. At this meeting, the Employer and the Union may, through mutual agreement: (1) Select an arbitrator, either by mutual agreement or from a panel of arbitrators (if a panel of arbitrators has been established by the parties); or (2) Seek other method of resolution.

In the event the parties are unable to agree upon one of the above methods of selecting an arbitrator, or if the City's Director of Labor Relations or designee fails to timely schedule a meeting as is contemplated above, the Demand for Arbitration shall be filed with the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration rules. The

Demand for Arbitration must be filed within ten (10) business days of either the arbitrator selection meeting or the expiration of the ten (10) day period following the Director of Labor Relations' receipt of the Arbitration Demand. Copies of the arbitration demand shall be forwarded also to the Director of Probation Services, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

When the Demand for Arbitration is filed with the American Arbitration Association, the arbitrator shall be selected from a list obtained from the Association by its selection process.

Demands for Arbitration will be accompanied by the following information:

A. Identification of sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration including those matters specifically excluded from this grievance and arbitration procedure.

2. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employee involved.

3. The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case.

4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

6.6 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

6.7 Grievances involving discipline shall not be a proper subject for consideration under the contract grievance and arbitration procedure found in Sections 6.4 and 6.5. Disciplinary grievances involving suspension, demotion, or termination of employment shall be filed within fifteen (15) business days of written notice of the disciplinary action under the following procedure:

Step 1 - A discipline grievance shall be filed in writing by the grieving employee and/or the shop steward with the Director of Probation Services within fifteen (15) business days after the employee receives notice of the disciplinary action. The Director of Probation Services shall respond in writing within fifteen (15) business days after receipt of the grievance.

Step 2 - If the response provided in Step 1 does not resolve the grievance, the Union may forward the grievance to the Director of Labor Relations with a copy to the Court Administrator within fifteen (15) business days after receipt of the Step 1 response and request a disciplinary review panel be convened to hear the grievance. The panel shall be convened within fifteen (15) business days after receipt of the request from the Union. If no such request is filed within fifteen (15) business days of the Union's receipt of the response in Step 1, the grievance shall be considered resolved.

The disciplinary review panel shall consist of:

A. A Municipal Court Judge who did not participate in the initiation or approval of the disciplinary action;

B. The Human Resources Manager of Municipal Court;

C. The City Director of Labor Relations or his/her designee who shall serve as chairperson;

D. A panel member designated by the Union.

The panel shall conduct an informal hearing, at which time management and the Union will each have an opportunity to present information related to the discipline/grievance. The Presiding Judge (or his/her designee in the event the Presiding Judge was involved in the incident leading to disciplinary action) may, at the request of the Union, attend the hearing as an observer. The Presiding Judge or his /her designee will not be present during the panel's

deliberative process. The panel will provide its findings and recommendations, which shall include the findings/recommendations of each individual panel member if consensus has not been reached, to the Director of Probation Services, the Court Administrator and the Presiding Municipal Court Judge or his/her designee within twenty (20) business days from the date the hearing was concluded. The Presiding Judge or his/her designee shall notify the Union of his/her final decision within fifteen (15) business days after receipt of the panel's findings and recommendations. If the Presiding Judge was involved in the incident leading to disciplinary action, the Presiding Judge will appoint a designee to make the final decision. The decision shall not be further appealable.

6.8 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) calendar days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations or designee will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

B. The Director of Labor Relations or designee will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

C. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations or designee, will respond to the grievance in writing.

D. If the grievance is not resolved, the Union may within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

1. The Union may submit the grievance to binding arbitration per Section 6. 5, Step 4, or

2. The Union may request the classification determination be reviewed by the Classification Appeals Board consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request arrange a hearing, and when possible convene the hearing within thirty (30) calendar days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) calendar days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Appeals Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.5, Step 4.

ARTICLE 7 - WORK STOPPAGES

7.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall not cause any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdown, or other interference with Employer functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the Employer; including but not limited to the recovery of any financial losses suffered by the Employer.

ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY

8.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the appendix attached hereto and made a part of this Agreement.

8.2 Effective December 31, 2014, rates of pay shall be according to Appendix A, Section 1 which includes a 2.0% increase.

8.3 Effective December 30, 2015, rates of pay shall be according to Appendix A, Section 2 which includes an increase of 2%.

8.4 Effective December 28, 2016, rates of pay shall be according to Appendix A, Section 3 which includes an increase of 2.5%.

8.5 Effective December 27, 2017, rates of pay shall be according to Appendix A, Section 4 which includes an increase of 2.75%.

8.6 An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift, shall receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT	$.65 per hour
GRAVEYARD SHIFT	$.90 per hour

Effective December 30, 2015 an employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift, shall receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT	$.75 per hour
GRAVEYARD SHIFT	$1.00 per hour

With exception of paid sick leave, the above shift premium shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave,

etc. Employees who work one of the shifts for which a premium is paid and who are required to work overtime shall have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.

The swing shift period shall encompass the hours from 4:00 p.m. to midnight. The graveyard shift period shall encompass the hours from midnight to 8:00 a.m.

8.7 A. Every employee upon first appointment shall receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the Employer.

B. An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. Step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increments shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for twelve (12) months (each 2088 hours) of actual service, they will receive one step increment in the higher-paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months and that such increment does not exceed the top step of the higher salary range.

C. For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "actual service" from the appointment or increase, then at succeeding twelve-month intervals to the maximum of the salary range established for the class.

D. In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may, at the discretion of the Employer, be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the Employer, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph,

time lost by reason of disability for which an employee is compensated by Industrial Insurance or ordinance disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

E. Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.

F. Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase, and shall thereafter receive step increases as provided in Section 6.

G. Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to temporary assignments providing pay "over regular salary while so assigned."

1. Hours worked out-of-class shall apply toward salary step placement if the employee is appointed, or his/her position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

H. An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

1. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.

2. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided, that the

employee shall receive not less than the minimum salary of the lower range.

I. An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which he/she was entitled in his/her former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of Employer service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he/she was receiving prior to such second reduction as an "incumbent" for so long as he/she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

J. When a position is reclassified by the Seattle Human Resources Director to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate that shall be determined in the same manner as for a promotion; provided, that if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as he/she remains in such position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

ARTICLE 9 - WORK OUTSIDE OF CLASSIFICATION

9.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion.

9.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.

9.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee shall be paid at the rate of the lower classification.

9.4 When an out of class opportunity becomes available in the bargaining unit, management will send an e-mail to all bargaining unit members describing the out of class opportunity. The e-mail will include a deadline by which employees must express their interest in the opportunity. If the out of class assignment is two weeks or less, the opportunity will be offered only to Local 17 members in the Probation Division who either currently work or have previously worked in the specific unit where the out of class opportunity exists.

9.5 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be compensated for vacation and holidays at the rate of the assigned higher classification. Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

9.6 The Employer shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The Employer may work employees out-of-class across bargaining unit

jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the Employer shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

9.7 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across Union jurisdictional lines, with no change to his/her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.

9.8 Out-of-class shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

9.9 No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to the Presiding Judge or designee for retroactive payment of out-of-class pay. The decision of the Presiding Judge or designee as to whether the duties were performed and whether performance thereof was appropriate shall be final.

ARTICLE 10 - ANNUAL VACATIONS

10.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

10.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time, and sick leave. At the discretion of the Employer, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

10.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1 ACCRUAL RATE		COLUMN NO. 2 EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			COLUMN NO. 3 MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	.0460	0 through 4	12	(96)	192
08321 through 18720	.0577	5 through 9	15	(120)	240
18721 through 29120	.0615	10 through 14	16	(128)	256
29121 through 39520	.0692	15 through 19	18	(144)	288
39521 through 41600	.0769	20	20	(160)	320
41601 through 43680	.0807	21	21	(168)	336
43681 through 45760	.0846	22	22	(176)	352
45761 through 47840	.0885	23	23	(184)	368
47841 through 49920	.0923	24	24	(192)	384
49921 through 52000	.0961	25	25	(200)	400
52001 through 54080	.1000	26	26	(208)	416
54081 through 56160	.1038	27	27	(216)	432
56161 through 58240	.1076	28	28	(224)	448
58241 through 60320	.1115	29	29	(232)	464
60321 and over	.1153	30	30	(240)	480

10.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering Employer service or the date upon which he/she became eligible and may accumulate a vacation balance that shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

10.5 Employees may, with department approval, use accumulated vacation with pay after completing six months of continuous service or one thousand forty (1,040) hours on regular pay status whichever is earlier.

10.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee. A notice describing the circumstances and reasons leading to the need for the extension will be filed with the Seattle Human Resources Director. No extension of this grace period will be allowed.

10.7 The minimum vacation allowance to be taken by an employee shall be in fifteen (15) minute increments.

10.8 An employee who leaves the Employer's service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.

10.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.

10.10 Where an employee has exhausted his/her sick balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

Where the terms of this Section 9.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

10.11 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employee to the greatest degree feasible.

ARTICLE 11 - HOLIDAYS

11.1 The following days or days in lieu thereof shall be recognized as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr's. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25
Two Personal Holidays (0 through 9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

Whenever any holiday enumerated above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 10.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 10.3 shall be made only once per affected employee for any one holiday.

11.1 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 10.2) or

2. Are accruing vacation at a rate of .0615

on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per article 11.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

11.2 Personal holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the Presiding Judge or designee, such lesser fraction of a day as shall be approved.

11.3 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and in addition shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.

11.4 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.

11.5 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

11.6 Each holiday shall consist of eight (8) hours. Employees working 4/10 or other alternative work schedules will revert to a 5/8 schedule during holiday weeks. Subject to the approval of the Probation Services Director, as an alternative, an employee may work the regular 4/10 schedule that week and be absent from work on the holiday for ten (10) hours. However, only eight (8) hours will be paid as holiday pay. The other two (2) hours must be covered by one of the following methods:

A. Use of accumulated compensatory time or vacation time;

B. Upon approval of the employee's supervisor, work the other two (2) hours on the employee's normally scheduled day off. The request for approval of this option must be made to the employee's supervisor at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls; or

C. Other method approved by the employee's supervisor and the Director of Probation Services. Any such proposed, alternative method must be submitted to the Director of Probation Services for approval at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls.

If the day of the holiday observance falls on the employee's normally scheduled day off, the employee shall arrange, with the approval of his/her supervisor, an alternate day off the week of the holiday.

ARTICLE 12 – LEAVES AND VEBA

12.1 Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering Employer service shall not be entitled to sick leave with pay during the first thirty (30) days of employment, but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:

A. Illness or injury that prevents the employee from performing his/her regular duties.

B. Disability due to pregnancy and/or childbirth.

C. Employee medical or dental appointments.

D. Care of an employee's spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance as cited at SMC 4.24.

E. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3

F. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.

G. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.

H. Employee absence from work to care for a child whose school or place of care has been closed by public official to limit exposure to an infectious agent, biological toxin or hazardous material.

I. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030

Abuse of sick leave shall be grounds for suspension or dismissal.

12.2 Change in position or transfer to another Municipal Court or City department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed in the same or another department after termination of service, except after dismissal for cause, resignation, or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

12.3 Compensation for the first four (4) days of absence shall be paid upon approval of the Presiding Judge or designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as determined by the Presiding Judge or designee shall see fit to have made.

A. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Presiding Judge or designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

B. Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 12.1.H of this Agreement.

C. An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 12.1.I of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).

12.4 Conditions Not Covered - Employees shall not be eligible for sick leave:

A. When suspended or on leave without pay and when laid off or on other non-pay status.

B. When off work on a holiday.

C. When an employee works during his/her free time for an employer other than the Employer of Seattle and his/her illness or disability arises therefrom.

12.5 Prerequisites for Payment

A. Prompt Notification: The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter, until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary if he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work. The department head or his/her designee shall establish a minimum reporting time prior to the beginning of a shift for such notice.

B. Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

C. Claims to be in 15 Minute Increments: Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment. A fraction of less than 8 minutes shall be disregarded. Separate portions of an absence interrupted by returns to work shall be claimed on separate application forms.

D. Limitations of Claims: All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding his/her illness or disability. It is the responsibility of his/her department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to his/her credit, the department shall correct his/her application.

E. Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Article 12.5.F). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. See also Articles 9.5 for sick leave use and rate of pay for out-of-class assignments.

F. Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

12.6 Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the Employer's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 6.5. Grievances over sick leave transfer program disputes shall not be subject to Step 4 (Arbitration) of Section 6.5.

12.7 Industrial Injury or Illness:

A. Any employee who is disabled in the discharge of his/her duties, and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick

leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 6A.

C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

E. Such compensation shall be authorized by the Seattle Human Resources Director or his/her designee with the advice of on the Presiding Judge or designee upon request from the employee. The employee's request shall be supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 6H. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 11.7A.

G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents him/her from performing his/her regular duties but, in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician, until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

H. Sick leave shall not be used for any disability herein described except as allowed in Section 11.7B.

I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

NOTE. The parties agree that either may reopen for negotiation the terms and conditions of this Section 7.

12.8 Bereavement/Funeral Leave - Employees covered by this Agreement shall be allowed one day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral or for bereavement purposes requires total travel of two hundred (200) miles or more, one additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the

employee, but no combination of paid absence under this Section shall exceed five (5) days for any one period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral/bereavement of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, domestic partner, child, mother, father, stepmother, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse.

Bereavement/Funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by City Ordinance. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of the Ordinance for purposes of determining the extent of bereavement/funeral leave or sick leave allowable as provided above.

12.9 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, “Family and Medical Leave,” or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

12.10 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, “Paid Parental Leave,” may take leave for bonding with their new child.

12.11 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

12.12 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household that necessitates action on the part of the employee. The "household" is defined as the physical aspects of the employee's residence. The immediate family is limited to the spouse or domestic partner, children, and parents of the employee.

The "day" of emergency leave may be used for two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

12.13 Paid Leave for 2010 Furloughs - Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty hours' leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carryover to the following year. Employees must be in a regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid," for those furlough days, they will be compensated with the same leave.

12.14 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

12.15 VEBA - Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an

employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

Employees who are eligible to retire shall participate in a vote administered by the union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

Eligibility-to-Retire Requirements:

- 5 – 9 years of service and are age 62 or older
- 10 – 19 years of service and are age 57 or older
- 20 – 29 years of service and are age 52 or older
- 30 years of service and are any age

For purposes of identifying all potential eligible-to-retire employees, the City shall create a list of members who are in the City's HRIS system at age 45 or older and provide this list to the union so that the union can administer the vote.

1. **If the eligible-to-retire members of the bargaining unit vote to accept the VEBA**, then all members of the bargaining unit who retire from City service shall either:

   a. place their sick leave cashout at 35% into their VEBA account, or

   b. forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

   Members are not eligible to deposit their sick leave cashout into their deferred compensation account or receive cash.

2. **If the eligible-to-retire members of the bargaining unit vote to reject the VEBA**, all members of the bargaining unit who retire from City service shall be ineligible to place their sick leave cashout

into a VEBA account. Instead, these members shall have two choices:

a. Members can cash out their sick leave balance at 35% and deposit those dollars into their deferred compensation account. The annual limits for the deferred compensation contributions as set by the IRS would apply; or

b. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.

Sabbatical Leave and VEBA: Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

ARTICLE 13 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE AND LONG TERM DISABILITY INSURANCE

13.1 Effective January 1, 2015, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventative and Washington Dental Service as self-insured plans and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2015, 2016, 2017 and 2018, the selection, addition, and/or elimination of medical, dental, and vision benefit plans and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in Section 12.1 or similar programs as determined by the Labor-Management Health Care Committee.

13.1.1 The City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

13.1.3 Effective January 1, 1999, a Health Care Rate Stabilization Fund shall be established for utilization in the second year of the contract period and beyond with initial funding in the amount of Three Hundred Thousand Dollars ($300,000). The initial funding shall be in addition to any excess premium revenues or refunds that may become available and that are placed in the Rate Stabilization Fund. This Rate Stabilization Fund is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.

13.1.4 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

13.1.5 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

13.2 Life Insurance - The Employer shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the Employer shall pay forty percent (40%) of the monthly premium at a premium rate established by the Employer and the carrier. Premium rebates received by the Employer from the voluntary Group Term Life Insurance option shall be administered as follows:

A. Future premium rebates shall be divided so that forty percent (40%) can be used by the Employer to pay for the Employer's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 12.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the Employer shall notify the Union of that fact.

C. The Employer will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

13.3 Long-Term Disability - The Employer will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer will pay the full monthly premium cost of a Base Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars ($667) base monthly wage. Employees may purchase, through payroll deduction, an optional Buy-Up Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

During the term of this Agreement, the Employer may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2015, for the Base

Plan, but not to exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

13.4 Long-term Care - The Employer may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

13.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

13.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 14 - RETIREMENT

14.1 Pursuant to Ordinance 78444 as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.

14.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 15 - UNION REPRESENTATIVES

15.1 The Executive Director or Union Representative of the Union may, after notifying the Director of Probation Services and Municipal Court Personnel Manager, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances, provided same shall not interrupt the Court's operations. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. Employer work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

15.2 The Executive Director and/or representatives shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. Immediately after appointment of its shop steward(s), the Union shall furnish the Director of Probation Services, the Court Personnel Manager, the Court Administrator, and the Director of Labor Relations with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay; provided however, the work of the Court is not interrupted. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from Municipal Court officials or change working conditions.

15.3 Any charges by management that indicate that a shop steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Seattle Human Resources Director or a designee for discussions with the Executive Director or designee. The Employer shall have the right to require the Union to refrain from excessive activities, or if

after discussion with the Executive Director or designee, the shop steward or Union representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.

15.4 Where allowable and after prior arrangements have been made, the Employer may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the Court.

ARTICLE 16 - SAFETY STANDARDS

16.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the Employer than called for as minimum by state codes, Employer standards shall prevail.

16.2 At the direction of the Employer, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall Safety Program of the Court.

16.3 The Employer shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.

16.4 Employee-elected members of the departmental safety committee shall attend such safety committee meetings with no loss in pay.

16.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union shall determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City shall communicate emergency plans and procedures to employees and the Union.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.1 Normally, full-time employees shall be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work shall be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes shall be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation.

17.2 Employees who are directed, by the Director of Probation Services or his/her designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, shall be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.

17.3 When a work schedule vacancy or absence occurs in the jail in a position with the title of Probation Counselor - Assigned Personal Recognizance, the schedule will be assigned in the following manner:

A. Permanent Part-time Vacancy - Part-time Probation Counselors -Assigned Personal Recognizance will be given the opportunity to indicate an interest in the vacant work schedule prior to the Department advertising the vacancy. The Director of Probation Services or designee will assign the most senior employee indicating an interest for that schedule unless the Director or designee provides reason for not doing so in writing. Seniority will be based on the employee's service in Probation Services.

B. Scheduled Temporary Absence - Part-time Probation Counselors - Assigned Personal Recognizance will be given the opportunity to volunteer to fill in for any scheduled temporary absence. The Director of Probation Services or designee will assign the most senior employee volunteering for that schedule unless the Director or designee provides reason for not doing so in writing. Seniority will be based on the employee's service in Probation Services. If there are no volunteers, the least senior employee will be directed to fill in for the temporary absence; however, discussion among the employees may result in an alternative mutually acceptable plan for covering for the absence.

C. Unplanned Temporary Absence - When an unplanned absence occurs, and there is not sufficient time to use the process described in 16.3B, the part-time Probation Counselors - Assigned Personal Recognizance will be contacted in their order of seniority, with the most senior being contacted first. If there are no volunteers, the unit supervisor has the right to staff the shift to insure coverage.

17.4 Employees working at least an eight (8) hour day shall be allowed a fifteen (15) minute rest period during each half of their work day. Employees working at least four (4) hours but less than eight (8) hours in a work day shall be allowed one fifteen (15) minute rest period during the work day.

17.5 Employees working at least an eight (8) hour day shall be allowed an unpaid meal period of not less than thirty (30) minutes.

17.6 A. Meal Reimbursement - When an employee is specifically directed by the Employer to work two (2) hours or longer on the end of his/her normal eight (8) hour work shift or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his/her place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the Employer with a dated original itemized receipt from the establishment for said meal no later than the beginning of his/her next regular shift; otherwise, the employee shall be paid a maximum Six Dollars ($6.00) in lieu of reimbursement for the meal.

B. To receive reimbursement for a meal under this provision the following rules shall be adhered to:

1. Said meal must be eaten within two (2) hours after completion of the overtime work. The meal allowance benefit cannot be saved and claims then made for meals consumed at some later date.

2. In determining "reasonable cost," the following shall also be considered:

   a. The time period during which the overtime is worked;

   b. The availability of reasonably priced eating establishments at that time.

3. The Employer shall not reimburse for the cost of alcoholic beverages.

C. In lieu of any meal compensation as set forth within this Section, the Employer may, at its discretion, provide a meal.

D. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 16.6A, 16.6B, and 16.6C; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars ($6.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

17.7 Subpoena Callback – In the event that all of the following conditions are met, full-time employees will receive a minimum of two hours pay at overtime rates, or an equivalent amount of compensatory time at the employee's option, when the employee appears in court pursuant to a subpoena:

- When a court appearance is being scheduled, the employee notifies the court of his/her regular day off and asks the court to schedule the court appearance for a day other than the employee's regularly-scheduled day off;

- If the employee is not present in court when the date is set, the employee notifies the attorney issuing the subpoena of his/her regular day off and asks the attorney to schedule the court appearance for a day other than the employee's regularly-scheduled day off;

- The employee is subpoenaed to appear in court on his or her regular day off despite these efforts;

- The employee makes a good faith effort to switch his or her day off to accommodate the subpoena, but is unable to do so due to personal commitments or staffing constraints;

- The employee reports to his/her immediate supervisor that all of the above conditions have been met and obtains the supervisor's approval for the overtime/compensatory time; and

- The employee comes to work on his/her day off in response to a subpoena.

ARTICLE 18 - BULLETIN BOARDS

18.1 The Employer shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as Professional and Technical Employees. A copy of all material to be posted will be provided to the Probation Services Director and the Court Personnel Manager prior to posting.

ARTICLE 19 - GENERAL CONDITIONS

19.1 Employment Status - Pursuant to City Charter and City ordinance at SMC 4.13, employees of the Municipal Court in the job classifications covered by this agreement are exempt from all provisions of the City Personnel Ordinance cited at SMC 4.04 and the rules of the Seattle Department of Human Resources regarding employment selection, discipline, termination and appeals through the Civil Service Commission. Nothing in this Agreement shall be construed to grant any employment right or benefit to employees in these classifications from which they are exempt by ordinance. Employees shall be appointed and removed at the sole discretion of the Municipal Court.

19.2 Personnel Files - Employees shall have the right to inspect their personnel files per the terms and conditions of RCW 49.12.240 and .250. They shall have rights to request removal of documents and to insert rebuttal information when such removal request is denied.

19.3 Employee Defense - Employees shall have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. Issues arising out of application of this Municipal Code provision shall not be a proper subject for the grievance procedure herein, but may be submitted for review by the Employer in its normal process for such review.

19.4 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by the department shall be furnished to the Union upon request.

19.5 Discipline - Disciplinary action will not be taken in an arbitrary and capricious manner. This means that, in making disciplinary decisions, the Court will exercise honest judgment and good faith and will take into account the facts and circumstances involved. If an employee is to be suspended or discharged from employment, he/she shall be given a written statement of the reason for same, and an opportunity to respond.

19.6 Transit Passes – The City shall provide a transit subsidy consistent with SMC 4.20.370.

19.6.1 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

19.6.2 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

19.6.3 Parking Past Practice - The parties acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

19.7 Alternative Dispute Resolution (ADR) - The City and the Union encourage the use of the City's Alternative Dispute Resolution Program or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is confidential and entirely voluntary.

19.8 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one paycheck;

   1. By payroll deductions spread over two pay periods; or

   2. By payments from the employee spread over two pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

19.9 Ethics and Elections Commission - nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court. In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

19.10 Training and Career Development

A. The City and the Union Agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

B. Labor-Management Committees per Article 19 will:

1. Review and problem-solve training needs for employees;
2. Determine how employees will be notified in a timely manner about training opportunities; and
3. Discuss how employees will have equal access to appropriate and relevant training.

19.11 Employee Participation in Contract Negotiations - Employee Participation in Contract Negotiations - The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;
2. No more than an aggregate of one hundred fifty (150) hours of paid time for negotiation sessions resulting in a labor agreement, including any associated overtime costs, authorized under this provision;
3. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

19.12 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The 2015 reimbursement rate is fifty-seven and a half cents (57 1/2¢) for all miles driven in the course of City business on that day. The cents (¢) per mile mileage reimbursement rate set forth above shall be adjusted up or down to reflect the current rate.

19.13 Meal Reimbursement While on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

19.14 When a transfer opportunity becomes available in the bargaining unit, management will send an e-mail to all bargaining unit members describing the transfer opportunity, including a deadline by which employees must express their interest in the opportunity. This does not preclude the Court from transferring employees without sending the e-mail described above when management finds such transfer necessary.

19.15 Public Disclosure Request – The City shall promptly notify the affected employee and the union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate,

social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 6, Grievance Procedure.

19.16 The Union and the City agree to the following:

A. For the duration of this agreement, the City agrees to a re-opener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation;

B. A re-opener on impacts associated with the Affordable Care Act;

C. For the duration of the agreement, the Coalition agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts. For the duration of this contract, the Union may open negotiations on any mandatory subjects associated with the following issues: Telecommuting and alternative work schedules, paid parental leave for elder care, definition of employee relationships for eligibility for sick, bereavement and emergency leaves and upward mobility;

D. For the duration of the agreement, the Coalition agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

ARTICLE 20 - LABOR-MANAGEMENT COMMITTEE

20.1 The Employer and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

20.1.1 Interdepartment Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments. Labor Relations, Local 17 Union Representatives, and employees/stewards from the participating departments.

20.1.2 Intradepartment Labor-Management Committees will be a forum for addressing issues in the Municipal Court. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards. This committee will also be the vehicle that charters Employee Involvement Committees.

20.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in the Municipal Court. Membership will be made up of management, Labor Relations, Local 17 Union Representatives and employees/stewards.

Note: 19.1.1, 19.1.2, and 19.1.3 may include Union Representatives from other Unions.

20.2 The Labor Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the Committee will be determined in accordance with the Labor-Management leadership Committee Charter. The Coalition of the City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management

representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

20.3 Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing work place issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that in order to maximize participation and results from the Employee Involvement Committees ("EICs") no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

ARTICLE 21 - SUBORDINATION OF AGREEMENT

21.1 It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

21.2 It is also understood that the parties hereto and the employees of the Employer are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 22 - SAVINGS CLAUSE

22.1 If an article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

22.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the Employer and/or the Union may reopen, at any time, for negotiations the provisions so affected.

ARTICLE 23 - ENTIRE AGREEMENT

23.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

23.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement.

ARTICLE 24 - TERM OF AGREEMENT

24.1 Upon execution by both parties, or January 1, 2015, whichever is later, this Agreement shall become effective and shall remain in effect through December 31, 2018.

24.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

The Mayor hereby agrees only to those provisions that are related to wages and wage-related benefits. The Presiding Judge hereby agrees only to those provisions that are not related to wages or wage-related benefits.

PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

By _____
Joseph L. McGee, Executive Director

Date _____

By _____
Kate Garrow,
Union Representative

Date _____

By _____
Bargaining Committee Member

Date _____

By _____
Bargaining Committee Member

Date _____

CITY OF SEATTLE
Executed under authority of

Ordinance _____.

By _____
Mayor Edward B. Murray

Date _____

By _____
Presiding Judge Karen Donohue

Date _____

By _____
David Bracilano,
Director of Labor Relations

Date_____

By _____
Lenee Jones, City Representative

Date _____

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL #17, PROBATION COUNSELORS UNIT

APPENDIX A

The classifications and corresponding rates of pay covered by this Agreement are as follows:

Section 1.Hourly Base Wage Rates as of December 31, 2014:

	Step 1	Step 2	Step 3	Step 4	Step 5
Probation Counselor - Assigned Personal Recognizance	$31.15	$32.39	$33.60	$34.91	$36.33
Probation Counselor I	$32.97	$34.27	$35.62	$37.04	$38.51
Probation Counselor II	$35.15	$36.52	$38.07	$39.43	$40.87

Section 2.Hourly Base Wage Rates as of December 30, 2015:

	Step 1	Step 2	Step 3	Step 4	Step 5
Probation Counselor - Assigned Personal Recognizance	$31.77	$33.04	$34.27	$35.61	$37.06
Probation Counselor I	$33.63	$34.96	$36.33	$37.78	$39.28
Probation Counselor II	$35.85	$37.25	$38.83	$40.22	$41.69

Section 3.Hourly Base Wage Rates as of December 28, 2016:

	Step 1	Step 2	Step 3	Step 4	Step 5
Probation Counselor - Assigned Personal Recognizance	$32.56	$33.87	$35.13	$36.50	$37.99
Probation Counselor I	$34.47	$35.83	$37.24	$38.72	$40.26
Probation Counselor II	$36.75	$38.18	$39.80	$41.23	$42.73

Section 4.Hourly Base Wage Rates as of December 27, 2017:

	Step 1	Step 2	Step 3	Step 4	Step 5
Probation Counselor - Assigned Personal Recognizance	$33.46	$34.80	$36.10	$37.50	$39.03
Probation Counselor I	$35.42	$36.82	$38.26	$39.78	$41.37
Probation Counselor II	$37.76	$39.23	$40.89	$42.36	$43.91